



AFFILIATION AGREEMENT

www.yritystakomo.fi

Oulun Yritystakomo Oy's goal is to create in the Oulu region an operating environment based on the national Protomo operating model that enables independent business idea brainstorming.

Oulun Yritystakomo Oy's business idea is to provide productised services intended for the development of the participating companies/associations/private individuals' business. The company utilises training to refine new growth companies more efficiently and successfully.

In the present Affiliation Agreement, the party committing to the Takomo operation (hereinafter "the Operator") and Oulun Yritystakomo Oy (hereinafter "Takomo") agree on their mutual rights and obligations. Furthermore, the business principles and goals, and particularly the goal of establishing a new spin-off company based on the developed product or business idea, are also agreed in this Agreement.

The Operator is aware of and accepts that he or she has no employment relationship with Takomo. The Operator is expected to promote mutual brainstorming and idea development between all the Takomo operators through his/her own actions and to develop and create his/her own ideas or joint ideas together with other operators.

The Operator is further expected to honour each idea innovator's status as the idea's owner and maintain the atmosphere of trust and openness in all activities among all the operators involved.

The parties have with due diligence and independently assessed the rights and obligations provided by the present Agreement and the related opportunities.

The Operator has read the following Takomo's operating principles, understands them, and commits to act in accordance with them.

1 Activity and commitment of the Operator

The Operator commits to active and regular participation in Takomo's activities. The activities include Takomo meetings on Mondays and Fridays, creating and maintaining a Personal Takomo Plan, active participation in idea projects, achieving visible results, and involvement in at least one TuoteStart (ProductStart) consultation within four months of the date of signing the Affiliation Agreement.

2 Key

Takomo is available 24/7 for the Operator with his/her personal key. The Operator is always responsible for his/her key and shall return the key to the information desk in the downstairs lobby within four (4) weeks upon terminating the relationship with Takomo, otherwise Takomo charges a fee of EUR 20 from the Operator to cover the expenses accrued by Takomo. In case of a misplaced key, Takomo also charges a fee of EUR 20 from the Operator.

3 Use of the equipment and software at the Takomo facilities

All IT equipment and software acquired for Takomo as well as the Takomo facilities are primarily intended for the development of the operators' new ideas and concepts for commercial purposes. Takomo's software, equipment, furniture and fittings, and facilities may be used for carrying out tasks related to the Takomo projects in a manner agreed separately for each project.

4 Confidentiality

The Operator commits to not to disclose any confidential information related to Takomo's operation, its cooperation partners or its projects to a third party without a specific permission.

5 Data security

When using Takomo's facilities, computers and other equipment, the Operator must follow the use instructions of Takomo's data systems and networks. The Operator is also obligated to guarantee data security by having updated antivirus software and firewall in his/her own IT equipment. The Operator shall be held liable for any direct or indirect damages caused by lacking data security and for any direct or indirect damages to Takomo's equipment or facilities caused by the Operator.

6 Access rights and bookings

Application for access rights to the facilities, computers and other equipment and booking of equipment and facilities are carried out in accordance with Takomo's practices.

7 Intellectual property rights

All solutions, specifications and innovations created in Takomo's facilities and through Takomo operations and projects are the sole property of Takomo. Through Takomo, they are available for commercial purposes to the spin-off companies owned jointly by the operators or established to be released to third parties.

8 Objectives of the new company and business

The goal of Takomo's operation is to create new growth companies in the Oulu region and promote new, growing businesses. Each operator entering into the Takomo community is accepted as a private individual even if that person already were an entrepreneur or a shareholder of a company. Takomo enables also cooperation projects with external companies through project groups formed by a third company and Takomo operators. The nature and goals of operation shall be agreed in a Team Agreement. This makes it possible, for example, that an operator's existing company can become a shareholder of the company to be established based on a joint agreement of the parties that have signed the Team Agreement.

9 Reservation and release of a place at Takomo

In connection with joining as an operator, the signatory agrees with Takomo a date as of which he/she plans to actively participate in Takomo activities. If the situation changes or the Operator is prevented from actively participating in Takomo activities, Takomo and the Operator shall agree on a suspension or termination of the Contract. The Operator is free to terminate his/her activities at Takomo at any time. When an operator joins a team, the project participants' commitment to the project is agreed separately in a Team Agreement.

10 Values steer the operation

The following values steer Takomo's operation:

Trust
 Courage
 Doing
 Caring
 Wellbeing

The Operator has read the above values, understands them and commits to act in accordance with them.

11 Validity and termination of the Agreement

This Affiliation Agreement is valid until further notice or until the Operator transfers from Takomo to a spin-off company or terminates his/her activities at Takomo. However, the Agreement may be cancelled if the Operator acts in breach of the conditions set out in the present Agreement or Takomo's values.

Hereby, the signatory (the Operator) accepts the values and conditions set out for the operation and referred to above, and understands that a failure to comply with them may lead to revoking his/her access rights to Takomo's facilities. In addition, the signatory commits to compensate all costs and damages resulting from a use of the facilities in breach of the use conditions.

Place and date: _____

Operator's name: _____

Personal identity number: _____

Signature: _____

Telephone: _____

E-mail: _____

On behalf of

Oulun Yritystakomo Oy: _____